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cupation, etc., of each inhabitant, but also the age. They are therefore available to prove the age of an inhabitant. As bearing directly on the point, the court cites *Flora v. Anderson*, 75 Fed. 231, and as supporting its position by analogy it further cites *Evanston v. Gunn*, 9 Otto, 666, *People v. Williams*, 64 Cal. 278, and numerous other cases.

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**Liability of Householder for Refusing Lodging to Sick Guest.**—A householder who refuses lodging to a person who has come to his house on business, and who is suddenly taken ill, does so at his peril, according to the decision of the Minnesota Supreme Court in *Depue v. Flateau*, 111 Northwestern Reporter, 1. In this case the guest who was refused lodging was discovered the next morning nearly frozen to death, some distance from his home, and he brought action for damages. Applicable to the facts of the case was held to be the rule that whenever a person is placed in such a position in regard to another that it is obvious that if he does not use due care in his conduct he will cause injury to that person, the duty at once arises to exercise care commensurate with the situation by which he is confronted to avoid danger, and a negligent performance of his duty makes him liable for the consequences.

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**Teacher's Certificate as Evidence of Chastity.**—A teacher's certificate issued to prosecutrix in a seduction case is, by the Nebraska Supreme Court in *Russell v. State*, 110 Northwestern Reporter, 380, considered incompetent evidence to show the reputation of prosecutrix for chastity. The evidence of the officer who issued the certificate, the court says, was, upon the point of prosecutrix's reputation, of no more importance than that of other witnesses, and ought in like manner to be subject to cross-examination.

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**Release of Action for Death.**—The doctrine that a sole beneficiary of a claim for the death of a person by the act or default of another under Lord Campbell's Act has power to execute a valid release notwithstanding that any action for damages must be brought by the decedent's personal representative is reiterated by the Wisconsin Supreme Court in *McKeigue v. Chicago, Northwestern Railway Company*, 110 Northwestern Reporter, 384, wherein the court further holds that such release by the beneficiary will bar a subsequent action by the personal representative, if the estate is otherwise sufficient to pay all claims against the same.

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**Repossession of Goods Sold on Installment Plan.**—The mere fact that a purchaser of a bed on the installment plan is sick will not prevent the seller from repossessing the bed on default, according to the decision of the Iowa Supreme Court in *Flaherty v. Ginsberg*, 110 Northwestern Reporter, 1050. The rules governing the court lays down to be that, in repossessing a bed conditionally sold, the mere

fact that the purchaser has suffered some degree of ill health and needs the bed does not make its retaking under the contract wrongful. To have such effect, the purchaser's needs must be such as to deprive him of the bed would be to expose him to increased sickness and suffering, and such facts must be known to the person demanding and removing the bed.

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**Right of Exclusive Agent to Injunctive Relief.**—The right of an exclusive agent for New England of a Jamestown Exposition Hotel to an injunction against a competitor who has induced the hotel corporation to allow him also to act as its agent in New England is upheld by the Massachusetts Supreme Judicial Court in *Beckman v. Marsters*, 80 *Northeastern Reporter*, 817. The rules applicable to the enticing away of a servant are held to apply to the case. The enticing away of a servant not under a contract for a definite period is not the subject of equitable relief, but it is otherwise when the servant is under such contract.

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**Use of Devised Dress as Shroud.**—A rather novel question is discussed in the surrogate's opinion in *Re Pullen's Estate*, 102 *New York Supplement*, 435. It appeared that decedent had expressed her wish to be buried in her best dress. Those in charge of the funeral selected one of her gowns for the purpose, and decedent was buried therein. Afterwards it was found that the gown selected had been specifically bequeathed to the wife of the executor. Under the circumstances the surrogate was of the opinion that the legatee should be paid the value of the gown out of the funds of the estate as an item of funeral expenses, and five hundred dollars was allowed for this purpose.

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**Damages for Being Blacklisted.**—An employee of a union depot company was injured by an engine belonging to a railroad company using the depot. On his recovery he was promised work by the depot company, but when he reported for work he was informed that he could not receive employment unless he released the railroad from all claim for damages on account of his injury. The depot company imposed this condition at the request of the railroad company's claim agent. The employee thereupon brought suit for damages against the railroad company. That he had a right of action was the opinion of the Minnesota Supreme Court rendering the decision. *Joyce v. Great Northern Railway Company*, 110 *Northwestern Reporter*, 975. The decision is based on a statute, but the court suggests that irrespective the statute there should be a recovery.